



**CHESTERFIELD COUNTY  
PURCHASING DEPARTMENT  
CHESTERFIELD, VIRGINIA  
Invitation for Bids**



**IFB Number:** .....15-1163

**Title:** .....Library Furniture for the Curtis Elementary School

**Issue Date:** .....February 18, 2015

**Sealed Bids Due and Opening:** .....March 10, 2015 at 2:30 P.M.

**Bid Opening Location:** ..... Chesterfield County Purchasing Department  
9901 Lori Road  
Lane B. Ramsey Building, 3<sup>rd</sup> Floor, Room 303  
Chesterfield, VA 23832

**Inquiries:** Questions which may arise as a result of this solicitation may be addressed to Martin W. Franciscus, Sr., Contract Officer, at (804) 748-1703, or by email to [purchasing@chesterfield.gov](mailto:purchasing@chesterfield.gov). Inquiries must be received at least seven (7) business days prior to the due date in order to be considered. Contact initiated by a bidder concerning this solicitation with any other County representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the bidder from this transaction.

**All prices shall be F.O.B. Destination:** 3600 West Hundred Road, Chester, VA 23831  
Freight, delivery costs, and incidental charges shall be included.

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My signature below certifies that:

- I agree to abide by all conditions of this bid and that I am authorized to sign this bid;
  - the accompanying bid is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under § 18.2-498.1, et. seq. of the *Code of Virginia*. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards;
  - that the accompanying bid is in compliance with applicable provisions of the State and Local Government Conflict of Interests Act (§ 2.2-3100, et. seq. of the *Code of Virginia*). Specifically, without limitation, no County/School Board employee or a member of the employee's immediate family shall have a proscribed personal interest in a contract; and
  - that the accompanying bid is in accordance with applicable provisions of the Virginia Public Procurement Act, Art. 6 Ethics in Public Contracting (§ 2.2-4367, et. seq. of the *Code of Virginia*), and any other applicable law as set forth therein.
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In compliance with this Invitation for Bids and to all conditions imposed therein the undersigned offers and agrees to furnish the goods/services in accordance with this signed bid.

**Complete Legal Name of Firm:** \_\_\_\_\_

**Order From Address:** \_\_\_\_\_  
\_\_\_\_\_

**Remit To Address:** \_\_\_\_\_  
\_\_\_\_\_

**Signature:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Name (type/print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Fed ID No.:** \_\_\_\_\_ **Phone:** (\_\_\_\_) \_\_\_\_\_ **Fax:** (\_\_\_\_) \_\_\_\_\_

**This page must be returned with the Bid Form.**

## TABLE OF CONTENTS

I.	PURPOSE .....	3
II.	INSTRUCTIONS.....	3
III.	GENERAL TERMS AND CONDITIONS .....	4
IV.	SPECIAL TERMS AND CONDITIONS.....	12
V.	BID FORM.....	17
	ATTACHMENT A - Virginia State Corporation Commission Registration Info ....	24
	ATTACHMENT B - DRAWINGS.....	25

**I. PURPOSE**

The purpose of this Invitation for Bids is to solicit bid for providing al labor and materials for furnishing, delivering and installing library furniture for the Curtis Elementary School.

**II. SCOPE OF WORK/SPECIFICATIONS**

The contractor shall furnish, deliver, and install all furniture per all terms, conditions, specifications, drawings and requirements of this IFB. ATTACHMENT B contains all drawings referred to in the IFB.

- A. All items specified and listed are Media Technologies with the exception of items 22, 24, and 30 which are VS.
- B. All wood shall be Maple with standard finishes.
- C. All work surfaces for shelving, tables, and librarian's desk are HPL in standard finishes.
- D. All fabrics are Grade 1.

**III. INSTRUCTIONS****A. Submission and Receipt of Bids**

1. Sealed bids shall be received in the Chesterfield County Purchasing Department, 9901 Lori Road, Lane B. Ramsey Building, 3<sup>rd</sup> Floor, Room 303, P.O. Box 51, Chesterfield, Virginia, 23832 until, but no later than the specified time and date of opening as designated in the invitation, and then publicly opened and read aloud. Bids shall be submitted in a sealed envelope with the IFB number and due date and time written on the outside of the envelope. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by Purchasing Department personnel before the deadline. Late bids shall be rejected.
2. Bids or changes to a bid response shall not be accepted via fax or E-mail.
3. In the event that Chesterfield County government offices are not operating under normal staffing levels or if the location for bid submission, bid opening or a pre-bid conference is inaccessible due to inclement weather or other emergency situations at the published time, the bid submission, bid opening or pre-bid conference will default to the next regular business day at the same time.
4. All bids shall be signed in the space provided for a signature on the cover sheet and returned. If the bidder is a partnership or corporation, the bidder shall show the title of the individual signing the bid, and if the individual is not the president or vice president of the partnership or corporation, if requested, the bidder shall submit proof that the individual has the authority to bind the partnership or corporation.
5. Bids concerning separate bid invitations are not to be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may not be considered.
6. Unless otherwise specified, bidders are to complete and return the Bid Form furnished by the County.

7. No bid shall be altered or amended after the specified time for opening.
  8. If you are an individual with a disability and require a reasonable accommodation in order to participate in this procurement, please notify the Purchasing Department at (804)748-1617 as soon as possible.
  9. For information pertaining to the bid tabulation, decision to award and/or award on this procurement transaction, bidders may access public notification electronically at:  
[www.chesterfield.gov/purchasing](http://www.chesterfield.gov/purchasing).
- B. Amendments or Requests to Withdraw Bids by a Bidder Prior to Bid Opening:** A bidder may amend and/or withdraw their bid before the due date and time designated for receipt of bids. All requests from a bidder to return their bid shall be in writing, addressed to the Purchasing Department, and signed by a person authorized to represent the person or firm that submitted the bid. The bidder may be contacted by telephone to verify the authorization of the return request and the signature involved if there is doubt as to the document's authenticity. All amendments to the bid are to be initialed by an individual authorized to represent the bidder.
- C. Site Visits – Non-Mandatory:** Bidders submitting bids who wish to make site visits in conjunction with this solicitation are asked to schedule the site visit by contacting: Ms. Lori Donovan at 804-639-8984.

#### **IV. GENERAL TERMS AND CONDITIONS**

- A. Addenda:** Any changes or supplemental instructions to this solicitation shall be in the form of written addenda. All addenda are downloadable from the Purchasing Department web site at: [www.chesterfield.gov/purchasing](http://www.chesterfield.gov/purchasing). Each bidder is responsible for obtaining all addenda posted at the Purchasing Department website or by calling (804) 748-1617. Acknowledgement of receipt of all addenda shall be in the space provided within the solicitation or by returning a copy of each signed addendum. Failure to do so may result in rejection of the bid. All addenda issued shall become part of the solicitation and all resulting contract documents.
- B. Appropriation of Funds:** The continuation of the terms, conditions, and provisions of a resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year. In the event of non-appropriation of funds, the contract shall be automatically terminated with no recourse for the Contractor.
- C. Assignment of Contract:** The County and Contractor bind themselves and any successors and assigns to the contract. The employees of the Contractor will perform the work necessary to fulfill the contract. The Contractor shall not assign, sublet, subcontract or transfer any of its interest in the contract without written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and Contractor.
- D. Audit of Vendor Records:** Contractor shall maintain full and accurate records with respect to all matters covered under the contract including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges and compliance related to the contract. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the County and its

employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this contract. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The County shall have access to such records from the effective date of the contract, for the duration of the contract, and until two (2) years after the date of final payment by the County to the Contractor pursuant to this contract. The County's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.

- E. **Change Orders:** Change orders must be approved by the County prior to work being performed.
- F. **Commitment to Diversity and Chesterfield Businesses:** Chesterfield County is a growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status. The County is committed to increasing the opportunities for participation of minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all solicitations. In addition, the County strongly encourages each Contractor and/or supplier with which the County contracts to actively solicit minority-owned businesses, women-owned businesses, and businesses located in the County as subcontractors/suppliers for their projects.

Upon award/completion of work, the County will require the Contractor to furnish data regarding subcontractor/supplier activity with minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County on a Certification of Subcontractor/Supplier Activity form. The form will be provided to the Contractor by the Purchasing Department. This information will enable the County to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

#### Definitions:

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

Minority-Owned Business (MOB) – a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority. (*Code of Virginia 2.2-4310*)

Women-Owned Business (WOB) - a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. (*Code of Virginia 2.2-4310*)

- G. Contractor Background Checks:** In order to preserve the integrity and security of County government operations, contract workers may be required to undergo a criminal background check conducted by Chesterfield County. The County will conduct these checks for any worker it believes will have unsupervised access to County designated Security Sensitive areas. Contract workers providing goods, services or construction in these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for Chesterfield County.
- H. Contractor's Authorization To Transact Business:** In accordance with §2.2-4311.2 of the *Code of Virginia*, any bidder organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia*, or as otherwise required by law. Any bidder organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the *Code of Virginia* shall include in its bid the identification number issued to it by the State Corporation Commission. Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the *Code of Virginia*, or as otherwise required by law, shall include in its bid a statement describing why the bidder is not required to be so authorized. This information shall be provided on Attachment A titled "Virginia State Corporation Commission (SCC) Registration Information". Failure to provide the required information may result in the rejection of the bid. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50 of the *Code of Virginia*, to be revoked or cancelled at any time during the term of the contract. The County may void any contract with a Contractor if the Contractor fails to remain in compliance with the provisions of this section. **SEE ATTACHMENT A.**
- I. Copyrights or Patent Rights:** The bidder certifies by submission of a bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this solicitation. The Contractor shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Chesterfield County, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation, or alleged violation.
- J. Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) calendar days written notice, terminate the employment of the Contractor and procure such goods or services from other sources. In such event, the Contractor shall be liable to the County for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
- K. Drug Free Workplace:** (*Code of Virginia* 2.2-4312) This provision only applies to contracts valued in excess of \$10,000.

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor

maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**L. Employment Discrimination:** (*Code of Virginia 2.2-4311*) This provision only applies to contracts valued in excess of \$10,000.

1. During the performance of the contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The Contractor shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**M. Environmental Management Procedures:** The Contractor shall comply with all federal, state and local environmental laws and regulations and any additional requirements that may be included in or attached to the solicitation. For work done for the County, the Contractor must also meet all Chesterfield County Environmental Management System (EMS) requirements. For questions or additional information regarding environmental requirements for the County, please contact Chesterfield County’s General Services – Environmental Division at (804) 717-6531. For questions regarding environmental requirements for the Chesterfield County Public Schools, please contact Environmental Health and Safety at (804) 318-8048.

**N. ePayables:** Chesterfield County recognizes the importance of timely payments to our vendors. Therefore, we offer our vendors the opportunity to enroll in our ePayables program. This program allows us to make card payments to our vendors and features an online portal to facilitate payments as well as reduce payment processing times. Our ePayables program is mutually beneficial and is our preferred method of payment. If you choose not to enroll in this program, payments will be made by check and mailed through the postal service which could impact how quickly you receive payments. No action is required for vendors already enrolled in the program. Please contact the Accounting Department at (804) 748-1673 with questions.

- O. **Faith-Based Organizations:** (*Code of Virginia 2.2-4343.1*) Chesterfield County does not discriminate against faith-based organizations.
- P. **Finance/Interest Charges:** Finance and/or interest charges imposed by the Contractor on any invoice shall not be paid by the County.
- Q. **Governing Law:** Contracts shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.
- R. **Illegal Aliens:** (*Code of Virginia 2.2-4311.1*) The Contractor agrees that he does not, and shall not, during the performance of the contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- S. **Indemnification:** The Contractor shall hold harmless and indemnify the County, the School Board, if applicable, and its officers, officials, employees and agents against any and all injury, loss or damage arising out of the Contractor's negligent or intentionally wrongful acts or omissions.
- T. **Mistakes in Bids**
  - 1. Mistakes discovered following bid opening but prior to award: If there is a significant and obvious disparity between the prices of the lowest apparent responsive bidder and other bidders, the low bidder may be contacted by the purchasing authority to confirm the bid price. This does not relieve a bidder from the responsibility for the submission of a correct bid. If the bidder then alleges a mistake in the bid and can provide clear and convincing evidence that supports the existence of a clerical error to the satisfaction of the purchasing authority, the bid may be withdrawn in accordance with the withdrawal procedure provided herein.
  - 2. Mistakes discovered after award: Bids containing mistakes by bidders shall not be withdrawn after award of a contract or issuance of a purchase order.
- U. **Modification of the Contract:** The contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of the contract.
- V. **Negotiation:** In accordance with 2-47 of the County Code, if the bid from the lowest responsible bidder exceeds available funds, the county may negotiate with the apparent low bidder to obtain a contract price within available funds. Such negotiation may include, but is not necessarily limited to, adjustment of the bid price and changes in the bid scope or requirements in order to bring the bid within the amount of available funds. Negotiation shall be conducted by the purchasing director, or his designee, with assistance from the user department.
- W. **Online Terms of Service:** The bidder shall submit Terms of Service with the bid for any online activity (i.e., hosted, online, portal, website, support site, etc.) that are required to use or support the product or service being provided.
- X. **Payment:** If the Contractor performs all of the obligations of the contract to the satisfaction of the County, the County shall pay the Contractor for the performance of the work in the manner and within the time specified in the contract documents, which shall be consistent with the provisions of Section 2.2-4352 and 2.2-4354 of the *Code of Virginia*.



Furthermore, the Contractor shall, within seven days after receipt of payment by the County, take the following actions:

1. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or
2. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

**Y. Precedence of Terms:** All Special Conditions contained in this solicitation that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

**Z. Preferences:** In accordance with Section 2.2-4324 (B) of the *Code of Virginia*, whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Commonwealth's Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this section, the County will rely upon the accuracy of the information posted on this website. In accordance with Section 2.2-4324 (D) of the *Code of Virginia*, for the purposes of this section, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

In accordance with Section 2.2-4328 of the *Code of Virginia* and Article 4, Section 2-47 of the County Code, in the case of a tie bid, the County may give preference to goods, services, and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth of Virginia pursuant to *Code of Virginia* 2.2-4324 or where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content. If no County or Commonwealth of Virginia preference is applicable, the tie shall be decided by lot.

**AA. Proprietary Information:** Section 2.2-4342(F) of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." If the exemption from disclosure provided by Section 2.2-4342(F) of the *Code of Virginia* is not properly invoked then the bids will be subject to disclosure pursuant to applicable law.

- BB. Quality Expectation Statement:** Chesterfield County, through its quality initiative, is a recognized leader in providing quality products and services at the most effective cost possible. Therefore, the County fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the Contractor, responsible for, and accountable to, the highest quality standards of professional workmanship, products and services. In the spirit of the County's quality initiative, the Contractor shall be expected to become a member of the team and perform or provide all work, services and products with a target of "zero defects – zero rework".
- CC. References:** If requested, the bidder shall provide references which substantiate past work performance and experience in the type of work required for the contract. The County may contact all references furnished by bidders. The right is further reserved by the County to contact references other than, and/or in addition to, those furnished by the bidder.
- DD. Schools:** When goods and/or services are for the benefit of Chesterfield County Schools, the contract shall be entered into on behalf of the Chesterfield County Public Schools.
- EE. Sensitive Information Handling:** Any information in the possession of the County/Schools which is specific to an employee, student, citizen, County/School business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from County/Schools facilities. Any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the County/Schools facility, or utilize strong encryption methods such as AES with a minimum key size of 128, but a preference for 256 or higher. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the department head and the Information Security Manager (County) or Director of Technology (Schools). Any access to County/Schools information by contract workers from outside the County/Schools intranet shall be in accordance with existing Information Systems Technology (IST)/Chesterfield County Public Schools (CCPS) Technology department security policies and procedures. Contract worker network connected computer equipment will be subject to all applicable IST/CCPS policies and procedures. Any exception to this application of policies shall be approved by the CCPS Department of Technology/County Information Security Manager and Chief Information Officer or designees.
- FF. Taxes:** Chesterfield County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by Chesterfield County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by Chesterfield County on materials and supplies that are installed by a Contractor and become a part of real property. Contractors are not exempt from paying taxes on these materials and supplies, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid.
- GG. Termination:** It shall be the sole right of the County to terminate the contract upon written notification to the Contractor.
- HH. Termination for Breach or Non-Performance:** If the Contractor fails to perform the work promptly and diligently, or if the Contractor breaches the Contract in any other way, the County may:
1. after providing the Contractor with 15 days written notice, supply any workmen, equipment or materials necessary to ensure that the work is performed promptly and diligently. The

County may deduct the cost of supplying additional workmen, equipment or materials from payments due to the Contractor;

2. terminate the contract, enter upon the premises, take possession of all equipment, materials or appurtenances, and employ any person or persons to finish the work.

If the contract is terminated by the County, the Contractor shall not be entitled to receive any further payment from the County until completion of the work has occurred. After completion of the work, the County shall pay to the Contractor the amount of the unpaid balance due to the Contractor at the time the contract was terminated minus the cost incurred by the County to complete the work. If the cost incurred by the County to complete the work exceeds the unpaid balance due to the Contractor, the Contractor shall be due no money from the County and, instead, the Contractor shall pay to the County the difference between the unpaid balance due and the County's cost to complete the work.

**II. Vendor Rewards/Gift Programs:** It is the policy of the County not to participate in any rewards programs offered by vendors and not to accept any gifts or gift cards, or other rewards from vendors for purchases made by the County. If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your customers for purchases made by such customers, you must identify this fact in your bid and demonstrate in the bid how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the County.

**JJ. Waiver of One Breach Not Waiver of Others:** No waiver by the County or its agents or employees of any breach of this contract by the Contractor shall be construed as a waiver of any other or subsequent breach of the contract by the Contractor. All remedies provided by this contract are cumulative, and in addition to each and every other remedy under the law.

**KK. Withdrawal of Bids**

1. Withdrawal: Construction (*Code of Virginia 2.2-4330*)

A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

The bidder shall give notice in writing to the Director of Purchasing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. The work papers, documents and materials shall, at the bidders request, be considered as trade secrets or proprietary information subject to compliance with the provisions of *Code of Virginia §2.2-4342(F)*.

Within 5 business days, the County will notify the bidder in writing of its decision. If the County denies the withdrawal of a bid under the provisions of this section, it shall state in such notice the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the County will also return all work papers and copies thereof to the bidder.

## 2. Withdrawal: Other than Construction

A bidder for a public contract may request withdrawal of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of work papers, documents or materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may request withdrawal of his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of work papers, documents or materials used in the preparation of the bid sought to be withdrawn. Such notice shall be sent to the Purchasing Department prior to award. The work papers, documents and materials shall, at the bidders request, be considered as trade secrets or proprietary information subject to compliance with the provisions of *Code of Virginia* §2.2-4342(F).

## V. SPECIAL TERMS AND CONDITIONS

### A. **Access to County Property:** Access to the County's property shall be as follows:

Contractor's employees are restricted to those areas to which they have been assigned to work and are not authorized to roam in other areas of the building.

### B. **Acceptance of Goods/Services:** The goods and/or services delivered under a resulting contract shall remain the property of the Contractor until a physical inspection is made, and thereafter accepted to the satisfaction of the County. In the event the goods and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon notice (verbal or in writing) to the Contractor and return goods to the Contractor at the Contractor's expense.

### C. **Acceptance Period of Bids:** All bids submitted shall be binding for sixty (60) calendar days following bid opening date. The sixty (60) calendar day acceptance period may be extended by mutual consent of both parties.

### D. **Brand Name or Equal:** In accordance with §2.2-4315 of the *Code of Virginia*, unless otherwise provided in the Invitation for Bid, the name of a certain brand, make or manufacturer shall not restrict bidders to the specific brand, make or manufacturer named and shall be deemed to convey the general style, type, character, and quality of the article desired. Any article that the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

Unless otherwise provided in the Invitation for Bid, no proposed equal will be considered prior to receipt of bids. If bidding a proposed equal, the bidder is responsible to clearly and specifically

identify the article being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the article offered meets the requirements of the solicitation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the bidder clearly indicates in the bid that the article offered is an equal, such bid will be considered to offer the brand name referenced in the solicitation. It shall be understood that the burden of proof for an equal article shall be and remain the sole responsibility of the bidder. The County's failure to object to a manufacturer will not constitute a waiver of any of the requirements of the contract documents, and all products furnished must conform to such requirements.

The Contractor shall be responsible for making all changes in the work necessary to adapt and accommodate "equal" products which are submitted and accepted in lieu of the products whose name and model numbers are specified and around which the drawings, where applicable, were developed. The necessary changes shall be made at the Contractor's expense. The Contractor shall submit sufficient data concerning the proposed equal products and resulting necessary changes to the project to the County documenting that the proposed product(s) can be properly integrated with the project.

- E. **Contact with Students:** As required by Section 22.1-296.1 of the *Code of Virginia*, Bidders who will provide services that will place Contractor or Contractor's employees in direct contact with students on school property during regular school hours or during school-sponsored activities, shall certify, by signing and submitting their bid or proposal, that none of the individuals who will perform the work under the contract have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.
- F. **Contractor Business License:** In accordance with the *Code of Virginia*, Section 54.1-1100, Contractors that for a fixed price, commission, fee, or percentage, undertake to bid upon, or accept, or offer to accept, orders or contracts for performing, managing, or superintending in whole or in part, the construction, removal, repair or improvement of any building or structure permanently annexed to real property owned, controlled, or leased by him or another person or any other improvement to such real property, are required to hold a business license issued by the Virginia Board for Contractors, phone (804) 367-8511. If a Bidder/Offeror fails to obtain the required license prior to submission of a bid/proposal, the bid/proposal shall not be considered. Bidder/Offeror shall insert contractor license number and specialty in the space provided on the Bid/Proposal Form.

Class of License Definitions:

Class A Contractor – perform or manage construction, removal, repair, or improvements when (i) the total value referred to in a single contract or project is \$120,000 or more, or (ii) the total value of all such construction, removal, repair, or improvements undertaken by such person within any 12-month period is \$750,000 or more.

Class B Contractor – perform or manage construction, removal, repair, or improvements when (i) the total value referred to in a single contract or project is \$10,000 or more, but less than \$120,000, or (ii) the total value of all such construction, removal, repair or improvements undertaken by such person within any 12-month period is \$150,000 or more, but less than \$750,000.

**Class C Contractor** – perform or manage construction, removal, repair, or improvements when (i) the total value referred to in a single contract or project is over \$1,000 but less than \$10,000, or (ii) the total value of all such construction, removal, repair, or improvements undertaken by such person within any 12-month period is less than \$150,000. The Board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors.

The Contractor license shall have the appropriate specialty classification that is predominant for the respective work.

- G. Cooperative Procurement:** This procurement is being conducted by Chesterfield County in accordance with the provisions of 2.2-4304 *Code of Virginia*. Except for contracts for architectural and engineering services or construction in excess of \$200,000 by a local public body from the contract of another local public body that is more than a straight line distance of 75 miles from the territorial limits of the local public body procuring the construction, if agreed to by the Contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Chesterfield County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Chesterfield contract. Chesterfield County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.
- H. Final Inspection:** At the conclusion of the work, the Contractor shall demonstrate to the County's authorized representative that the work is fully operational and in compliance with contract specifications and codes. After the final inspection is conducted, the County shall provide the Contractor with a punch list that the Contractor shall complete. Deficiencies will be promptly and permanently corrected prior to final acceptance of the work, and shall be the full responsibility of the Contractor.
- I. Guarantee of Work:** All materials and workmanship shall be guaranteed for a period of twelve (12) months after final acceptance by the County and repairs necessary shall be made by the Contractor at his expense.
- J. Installation:** Contractors shall be responsible for delivering equipment inside the building, setting in place, completing all necessary installation, and removing all packaging and debris from the premises.

If contract carriers are used the Contractor must make appropriate arrangements to comply with the County delivery instructions.

It is the bidder's responsibility to ensure that equipment delivery can be accomplished to the site. There shall be no additional cost to the County due to unanticipated difficulties or costs of performance by the Contractor.

- K. Insurance Requirements:** The Contractor and insurance company should carefully review the insurance requirements set forth below. The Contractor shall furnish a copy of a certificate of insurance in accordance with the requirements before the County will execute a contract. The Contractor shall be responsible for maintaining current certificates of insurance on file with the County. The certificate of insurance does not need to accompany the bid.

The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County and Chesterfield County Public Schools from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverages shall be such as to fully protect the County and Chesterfield County Public Schools, the Consulting Professional (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the Contractor or his forces as enumerated above.

The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the County's Attorney and/or Risk Management Director and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract.

The Contractor shall maintain during the initial term and any additional terms of this contract the following equivalent coverage and minimum limits:

1. Commercial General Liability \$1,000,000 Combined Single Limit per occurrence.
2. Automobile Liability \$1,000,000 Combined Single Limit per occurrence
3. Workers' Compensation Virginia Statutory limits
4. Employers' Liability \$100,000 each accident

If an insurance certificate is used as evidence of the required insurance the insurance certificate:

- a. Must reflect that the Commercial General Liability policy names "the Chesterfield County Board of Supervisors, their officers, employees, and agents" or "the Chesterfield County School Board, Chesterfield County Board of Supervisors, their officers, employees, and agents" as an additional insured by endorsement to the policy;
- b. Must reflect that the policies are endorsed to require no less than 30 days notice of cancellation or other change in coverage to the County;
- c. Must have an authorized signature;
- d. The Certificate Holder should be listed as:  
Chesterfield County  
c/o Purchasing Department  
P.O. Box 51  
Chesterfield, VA 23832-0001  
IFB/RFP No 15-1163

**L. Materials and Workmanship:** The Invitation for Bid describes the character and features of the best possible materials and workmanship required to perform the work. It is understood that the contract includes any and all work that may be necessary to connect the work done with the adjoining work in a proper and workmanlike manner.

**M. Pricing:** Prices shall be stated in units of quantity as specified in the Pricing Schedule. In case of a discrepancy in extension of prices in the bid, the unit price shall govern.

- N. Quantities:** Where definite quantities are specifically stated, the County reserves the right to increase or decrease quantities at the unit price bid with mutual consent of all parties.
- O. Samples (after bid submission):** The County reserves the right to request sample(s) of each item for evaluation purposes. Upon request, sample(s) shall be furnished within five (5) calendar days after notification. Samples should be properly labeled with the bidder's name and Item No. If a bidder requires that a sample be returned by the County after the evaluation, all costs associated with the return of the item shall be the responsibility of the bidder. Bidders will be notified that the samples are no longer needed and are ready for pickup. Samples not picked up after 30 calendar days will become property of Chesterfield County.
- P. Use of Premises and Removal of Debris:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by the operations. The Contractor shall maintain all access roads and walks clear of debris, materials and equipment during the course of the work. All streets, drives, walks, fences, trees, poles, antennae and the like where disturbed, removed or damaged shall be replaced, returned or repaired such that the facility and its appurtenances are left in the same condition after completion of the work as it was before operations began.
- Debris shall be disposed of by the end of every working day and not stockpiled. Beverage cans, bottles, lunch refuse, cigarette debris, etc. will not be tolerated on the job site except by immediate and proper removal of the same on a daily basis. At the completion of the work, the Contractor shall remove all waste materials and rubbish from and about the project site as well as all tools, construction equipment, machinery and surplus materials. The County does not supply trash containers for debris disposal.
- Q. Warranty (Goods and Services):** The Contractor agrees that the goods or services furnished under any contract resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to, and do not limit those available to the County by any other clause of this solicitation.
- R. Worksite Damages:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of the contract shall be repaired, to the County's satisfaction, at the Contractor's expense.



**VI. BID FORM****A. BASIS OF AWARD**

Award will be made to the lowest responsive and responsible bidder based on the Grand Total Bid.

**B. PRICING SCHEDULE**

The bidder agrees to furnish the goods/services as specified herein, and in compliance with the terms and conditions of this Invitation for Bids at the following price(s):

No.	Quant	Description	Unit Price	Total Price
1.	4 ea.	Bookmark Shelving SF Starter 36"H x 37"W x 12"D, maple, continuous top style, with 2 adjustable and 1 base shelf, REF: A1 MFG/MODEL _____	\$_____ea.	\$_____
2.	12 ea.	21-3612AM-CT, Bookmark Shelving SF Adder 36"H x 36"W x 12"D, maple, continuous top style, with 2 adjustable and 1 base shelf, REF: A2 MFG/MODEL _____	\$_____ea.	\$_____
3.	2 ea.	21-3612M-CT, Bookmark Shelving SF Adder 36"H x 37"W x 10"D, maple, continuous top style, with 2 adjustable and 1 base shelf. Modified to be 10"D, REF: B1 MFG/MODEL _____	\$_____ea.	\$_____
4.	2 ea.	21-3612AM-CT, Bookmark Shelving SF Adder 36"H x 36"W x 10"D, maple, continuous top style, with 2 adjustable and 1 base shelf. Modified to be 10"D, REF: B2 MFG/MODEL _____	\$_____ea.	\$_____
5.	2 ea.	21-8412M, Bookmark Shelving SF Starter, 84"H x 37"W x 12"D, maple, with 5 adjustable and 1 base shelf, REF: C1 MFG/MODEL _____	\$_____ea.	\$_____
6.	2 ea.	21-8412M, Bookmark Shelving SF Starter, 84"H x 36"W x 12"D, maple, with 5 adjustable and 1 base shelf, REF: C2 MFG/MODEL _____	\$_____ea.	\$_____
7.	3 ea.	21-8412M, Bookmark Shelving SF Starter, 84"H x 30"W x 12"D, maple, with 5 adjustable and 1 base shelf, Modified to be 30"W, REF: C3 MFG/MODEL _____	\$_____ea.	\$_____
8.	1 ea.	21-8412MSM, Bookmark Magazine Shelving SF Starter, 84"H x 37"W x 12"D, maple, with 1 fixed shelf and 4 adjustable shelves and 5 magazine shelves, REF: C4	\$_____ea.	\$_____

		MFG/MODEL _____		
9.	1 ea.	21-8412MSAM, Bookmark Magazine Shelving SF Adder, 84"H x 36"W x 12"D, maple, with 1 fixed shelf and 4 adjustable shelves and 5 magazine shelves, REF: C5  MFG/MODEL _____	\$_____ea.	\$_____
10.	2 ea.	21-4224M-CT, Bookmark Shelving DF Starter, 42" x 37"W x 24"D, maple, with continuous top. 4 adjustable and 2 fixed shelves, REF: D1  MFG/MODEL _____	\$_____ea.	\$_____
11.	4 ea.	21-4224AM-CT, Bookmark Shelving DF Starter, 42" x 36"W x 24"D, maple, with continuous top. 4 adjustable and 2 fixed shelves, REF: D2  MFG/MODEL _____	\$_____ea.	\$_____
12.	4 ea.	21-4224M-MOB, Bookmark Shelving DF Starter, 42" x 37"W x 24"D, maple, MOBILE, with 4 adjustable and 2 fixed shelves, Modified to have continuous tops, REF: D1.M  MFG/MODEL _____	\$_____ea.	\$_____
13.	2 ea.	21-4224AM-MOB, Bookmark DF Mobile Adder Unit, 42" x 36"W x 24"D, maple mobile adder unit with 2 adjustable and 2 fixed shelves, Modified to have continuous tops, REF: D2.M  MFG/MODEL _____	\$_____ea.	\$_____
14.	1 ea.	21-3624M-CT, Bookmark Shelving DF Starter, 36"H x 37"W x 24"D, maple, continuous top style, with 2 adjustable and 2 fixed shelves, REF: E1  MFG/MODEL _____	\$_____ea.	\$_____
15.	2 ea.	21-2624AM, Bookmark Shelving DF Adder, 36:H x 36"W x 24"D, maple with 2 adjustable and 2 fixed shelves, continuous tops, REF: E2  MFG/MODEL _____	\$_____ea.	\$_____
16.	5 ea.	21-3624m-CT, Bookmark Shelving DF Starter, 36"H x 37"W x 24"D, maple, continuous top style, with 3adjustable and 2 fixed shelves, Modify to make mobile, REF: E1.M  MFG/MODEL _____	\$_____ea.	\$_____
17.	4 ea.	21-3624AM-MOB-CT, Bookmark Shelving DF adder 36"H x 36"W x 24"D, Maple, with 2 adjustable and 2 fixed shelved, Modified to have continuous tops and make mobile, REF: E2.M  MFG/MODEL _____	\$_____ea.	\$_____
18.	7 ea.	MBS3660TM, Malibu Metal Frame reading Table, 36"W x 60"L x 29"H, maple edge, 2 stretchers, HPL top, powder coat finish, REF: F	\$_____ea.	\$_____

		MFG/MODEL _____		
19.	10 ea.	RFP-C2728, Rockford Pick Table, 28"W x 27"D x 24-32"H, to include HLP top with 3MM PVC edge and 3 Rockford legs, REF: G  MFG/MODEL _____	\$_____ea.	\$_____
20.	2 ea.	FRED-G1, Fred Lounger, 24"H x 15"W x 42"L, with 16" seat height, Grade 1 upholstery, fabric: Grade 1, REF: H  MFG/MODEL _____	\$_____ea.	\$_____
21.	8 ea.	<ISC QSQB-6-G1, Cube Squibbles, 17"L x 17"W x 6:H, Grade 1 upholstery, Removable cover, solid foam interior, Fabric: grade 1, REF: J  MFG/MODEL _____	\$_____ea.	\$_____
22.	12 ea.	VS – Hokki Stool, REF: L  MFG/MODEL _____	\$_____ea.	\$_____
23.	1ea.	B2424EORM-39, Bookmark End-of-range computer Stand 2, 34"D x 24"W x 32"H, maple, HPL top, Modified to 32"H, REF: K  MFG/MODEL _____	\$_____ea.	\$_____
24.	33 ea.	VS – Lupo Chair, 15", REF: M  MFG/MODEL _____	\$_____ea.	\$_____
25.	2 ea..	MCD-30TCS-39M, Book Triangle Corner Unit, 30"W x 30"D x 39"H, maple, with shelves, HPL work surface, REF: P  MFG/MODEL _____	\$_____ea.	\$_____
26.	1 ea.	MCD-36KS-39M, Bookmark Kneespace Unit, 36"W x 30"D x 39"H, maple, modified to have 2 small drawers instead of 1 and to add a bottom shelf, HPL work surface, REF: Q  MFG/MODEL _____	\$_____ea.	\$_____
27.	1 ea.	MCD-36D-32M, Bookmark Desk Unit, 36"W x 30"D x 32"H, maple, HPL work surface, REF: R  MFG/MODEL _____	\$_____ea.	\$_____
28.	1 ea.	MCD-36OS-39M, Bookmark Open Storage Unit, 36"W x 30"D x 36"H, maple, HPL Work surface, REF: S  MFG/MODEL _____	\$_____ea.	\$_____
29.	1 ea.	MCD-36C6D-39M, Bookmark cabinet Unit, 36"W x 30"D x 39"H, maple with 6 drawers: box/file/file and side (2 drawers and 4 file drawers total), HPL Work surface, REF: T  MFG/MODEL _____	\$_____ea.	\$_____

		MFG/MODEL _____		
30.	1 ea.	VS-Librarians Chair #31515, REF: U MFG/MODEL _____	\$_____ea.	\$_____
31.	4 ea.	FACEFILL-1236, Face Filler for bookcase, 12"W x 36"L x 1"D, maple, with mounting hardware, REF: X MFG/MODEL _____	\$_____ea.	\$_____
<b>GRAND TOTAL BID</b>				\$_____

**C. DELIVERY SCHEDULE****DELIVERY/TIME OF PERFORMANCE**

- a. Bidders are required to state the time of proposed delivery or project completion. Unless otherwise specified, bid the earliest delivery/completion possible.
- b. Bidders **MUST** insert a definitive time frame IN CALENDAR DAYS, within which delivery/completion will be made after receipt of order (ARO). **INDEFINITE TERMS SUCH AS "PROMPTLY", "STOCK", "AS SOON AS POSSIBLE", "APPROXIMATELY", ETC., WILL NOT BE GIVEN CONSIDERATION. THE FAILURE OF A BIDDER TO PROVIDE A DEFINITE DELIVERY TIME WILL RESULT IN THE BID BEING REJECTED AS NONRESPONSIVE IN ITS ENTIRETY OR, WHEN APPLICABLE, FOR THE ITEM SPECIFIED.**

Delivery in calendar days \_\_\_\_\_ after receipt of order.

**D. ADDENDA**

Bidder hereby acknowledges receipt of and incorporation of all requirements of any addenda issued for this Invitation for Bids:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**E. BUSINESS CLASSIFICATION**

Bidders are requested to provide the following information to Chesterfield County regarding their business. This information is for statistical purposes and, except in the case of tie bids, all firms submitting bids will receive equal consideration (refer to Clause F of the General Terms and Conditions). Bidder shall indicate whether they are classified as a:

Minority-Owned Business: Yes ☐ No ☐

Women-Owned Business: Yes ☐ No ☐

Chesterfield Business: Yes ☐ No ☐

## F. BIDDER'S CHECKLIST

This checklist is provided to assist bidders in submitting a responsive bid and may not be inclusive of all solicitation requirements. Bidders are expected to carefully read the entire solicitation and verify that the following issues have been addressed prior to submission of a bid:

Provide completed cover page to include signature.

Provide completed Bid Form.

Provide completed Attachment A.

## G. VIRGINIA CONTRACTOR LICENSE NUMBER (*Code of Virginia 54.1-1100*)

Contractors that for a fixed price, commission, fee, or percentage undertake to bid upon, or accepts, or offers to accept, orders or contracts for performing, managing, or superintending in whole or in part, the construction, removal, repair or improvement of any building or structure permanently annexed to real property owned, controlled, or leased by him or another person or any other improvement to such real property, are required to hold a business license issued by the Virginia Board for Contractors, phone (804)367-8511. If a bidder shall fail to obtain the required license prior to submission of a bid, the bid shall not be considered. **Bidder shall insert Contractor license number and specialty in the space provided below.**

Class of License Definitions:

Class A Contractor – perform or manage construction, removal, repair, or improvements when (i) the total value referred to in a single contract or project is \$120,000 or more, or (ii) the total value of all such construction, removal, repair, or improvements undertaken by such person within any 12-month period is \$750,000 or more.

Class B Contractor – perform or manage construction, removal, repair, or improvements when (i) the total value referred to in a single contract or project is \$10,000 or more, but less than \$120,000, or (ii) the total value of all such construction, removal, repair or improvements undertaken by such person within any 12-month period is \$150,000 or more, but less than \$750,000.

Class C Contractor – perform or manage construction, removal, repair, or improvements when (i) the total value referred to in a single contract or project is over \$1,000 but less than \$10,000, or (ii) the total value of all such construction, removal, repair, or improvements undertaken by such person within any 12-month period is less than \$150,000. The Board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning Contractors.

The Contractor license shall have the appropriate specialty classification that is predominant for the respective work.

Provide Contractor license number below:

Class A Virginia Contractor Registration No. \_\_\_\_\_

Class B Virginia Contractor Registration No. \_\_\_\_\_

Class C Virginia Contractor Registration No. \_\_\_\_\_

Classification/Specialty: \_\_\_\_\_

**H. CONTRACTOR'S REPRESENTATIVE**

Please furnish the name(s) of a contact person, address, telephone, fax number, and email address for placing orders:

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Phone (voice): \_\_\_\_\_ Fax: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

**I. PAYMENT TERMS**

If discounts for prompt payment are offered by the bidder, it is required that a minimum of twenty (20) days be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. Discounts for prompt payment will be shown on the purchase order/contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an accurate invoice by the County. Our terms are: \_\_\_\_\_

**J. BIDDER DATA**

QUALIFICATIONS OF BIDDER: Firms shall have the capability in all respects to perform fully the contract requirements and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance of the contract to the satisfaction of the County.

Indicate the length of time you have been in business as a company providing the type of good(s) and/or service(s) required for this contract.

\_\_\_\_\_ years \_\_\_\_\_ months

Provide a minimum of three (3) references that will substantiate past work performance and experience in the type of work required for this contract.

Company Name, Address, Phone Number and Contact Person's Name and Email Address:

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT A - Virginia State Corporation Commission (SCC) Registration Information**

**The bidder shall check one of the following. The bidder is:**

☐ a corporation or other business entity with the following SCC identification number: \_\_\_\_\_ -  
**OR-**

☐ not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**

☐ an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals. No award shall be issued to an offeror who fails to provide the required information unless a waiver of these requests is granted by the chief executive of the local governing body (the County reserves the right to determine in its sole discretion whether to allow such waivers): ☐



# CURTIS LIBRARY LAYOUT

THIS IS A CONCEPTUAL RENDERING OF A PROPOSED DESIGN. WHILE DRAWN AS ACCURATELY AS POSSIBLE, FINAL PRODUCTION DETAIL MAY DIFFER.

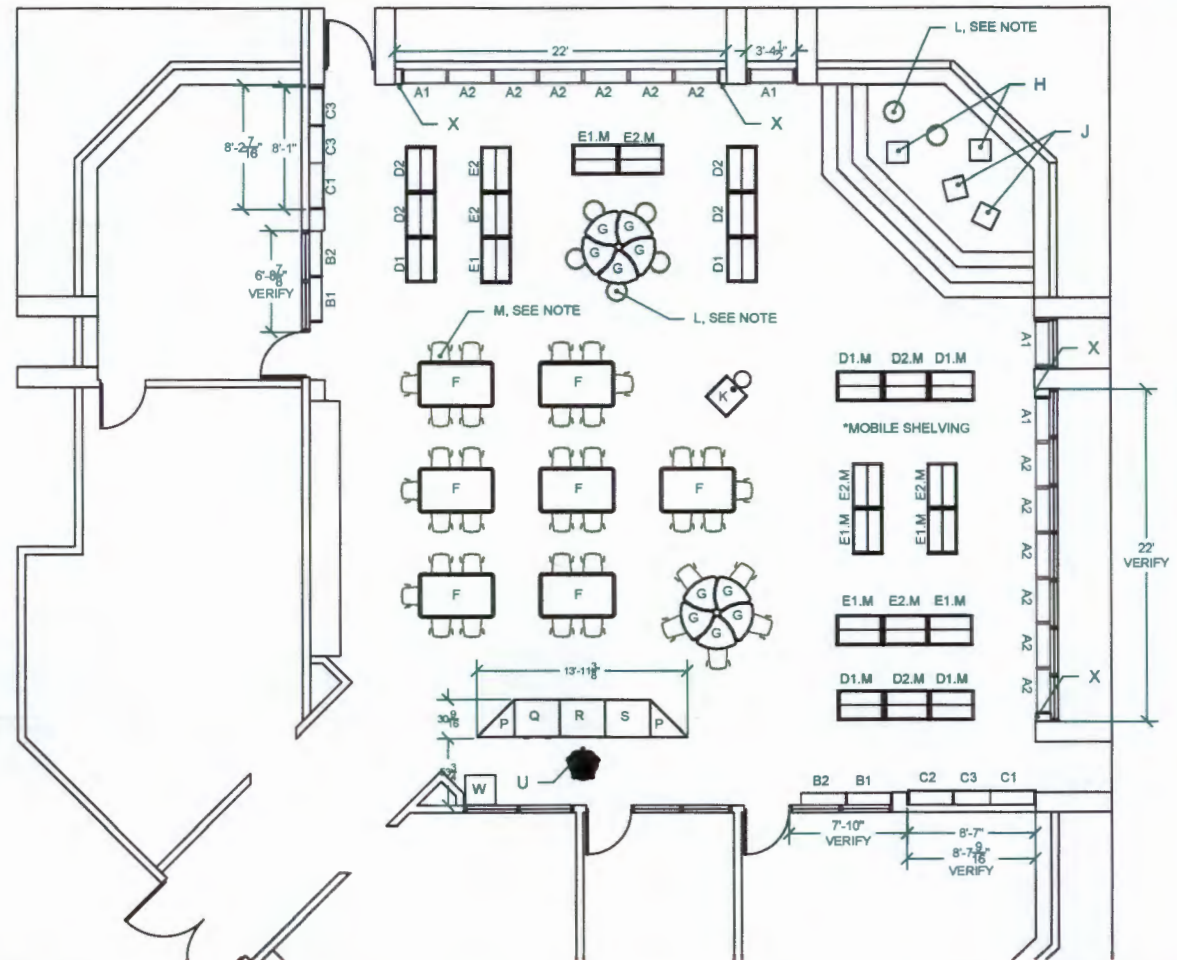
WHEN ORDERING OR REQUESTING A QUOTE BASED ON THIS DRAWING, YOU MUST INCLUDE: PROJECT NAME, DEALER AND REP NAME, DATE AND MOST CURRENT REVISION NUMBER.

REF:	MODEL:	QTY:
A1	21-3612-CT	4
A2	21-3612A-CT	12
B1	21-3610-CT	2
B2	21-3610A-CT	2
C1	21-8412	2
C2	21-8412A	1
C3	21-8412A-30	3
D1	21-4224-CT	2
D2	21-4224A-CT	4
D1.M	21-4224-CT-MOB	4
D2.M	21-4224A-CT-MOB	2
E1	21-3624-CT	1
E2	21-3624A-CT	2
E1.M	21-3624-CT-MOB	5
E2.M	21-3624A-CT-MOB	4
F	MBS3680-29	7
G	RFP-C2728	10
H	QBLOX-17	2
J	QSQC-6	2
K	XB2424-EOR-PAC	1
L	HOKKI STOOLS BY OTHERS.	7
M	CHAIRS BY OTHERS.	38
P	MCD-30TCS-39	2
Q	XMCD-36KS-39	1
-	MOD (2) DRAWERS AND BOTTOM SHELF.	
R	MCD-36D-29	1
S	MCD-36OS-39	1
U	TASK CHAIR BY OTHERS.	1
W	DX26-C2424-36	1
X	FACE FILL	4

TOTAL LINEAL FEET: 573  
APPROXIMATE TOTAL VOLUME CAPACITY ASSUMING 18 VOL/LINEAL FOOT: 10,314

1. THIS DRAWING WAS CREATED FROM A SCANNED IMAGE. CRITICAL ROOM DIMENSIONS MUST BE FIELD VERIFIED.

2. ALL PERIMETER SHELVING SITS ON A 4"H PLATFORM BOX.



## DEVIATIONS FROM STANDARD:

\*\*ALL PERIMETER SHELVING WILL BE MODIFIED TO SIT ON A 4"H PLATFORM BOX THAT MT WILL PROVIDE. INSTALLERS WILL SCRIBE BOX TO FLOORS IN FIELD.

PROJECT NAME: CURTIS ELEMENTARY

REV	DATE	BY	DESCRIPTION
0	12/11/2014	LW	ORIGINAL VERSION

NOTES:

SHEET 1 OF 4

DATE: DECEMBER 8, 2014

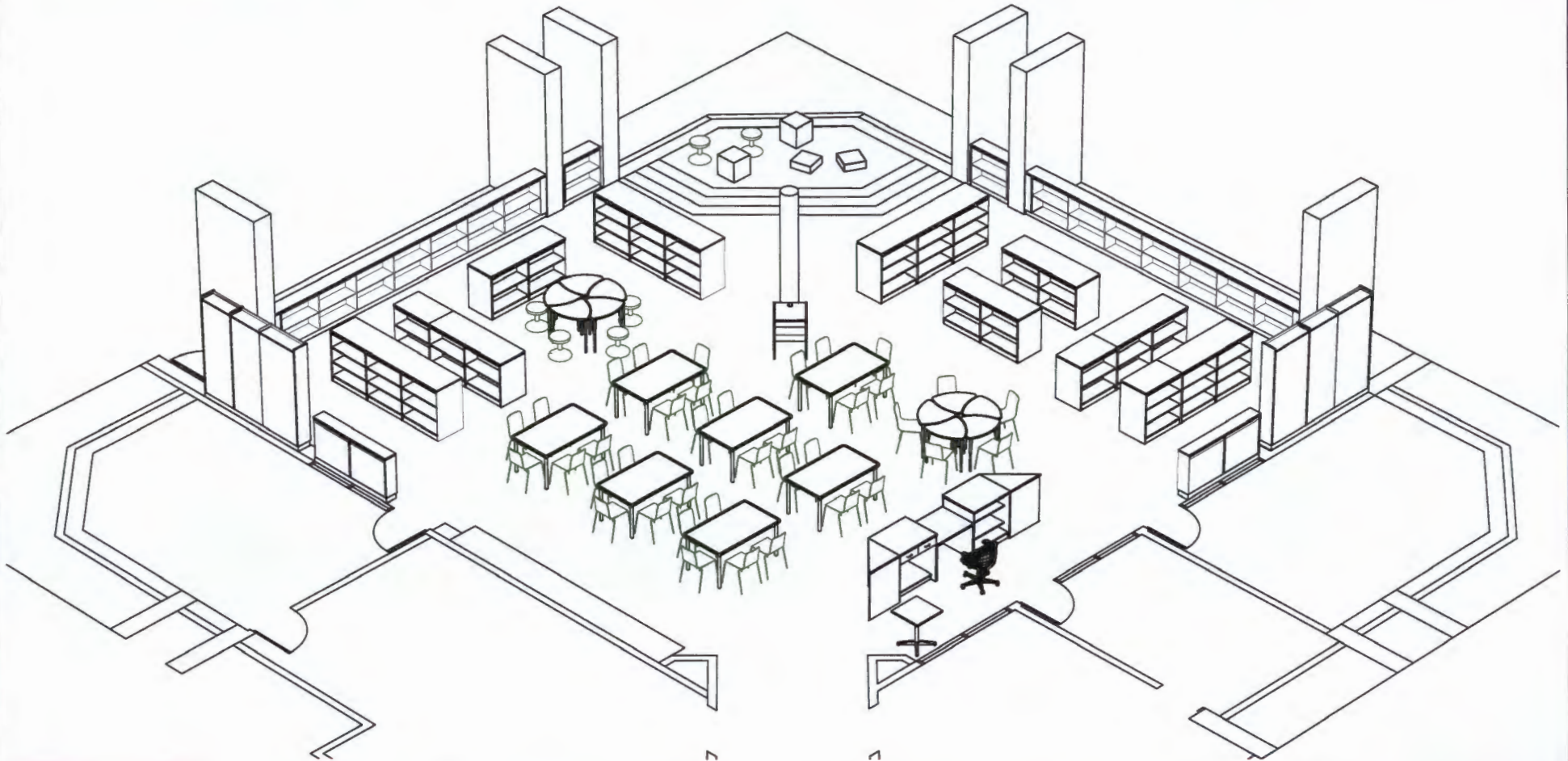
SCALE:

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# CURTIS LIBRARY LAYOUT

THIS IS A CONCEPTUAL RENDERING OF A PROPOSED DESIGN. WHILE DRAWN AS ACCURATELY AS POSSIBLE, FINAL PRODUCTION DETAIL MAY DIFFER.

WHEN ORDERING OR REQUESTING A QUOTE BASED ON THIS DRAWING, YOU MUST INCLUDE: PROJECT NAME, DEALER AND REP NAME, DATE AND MOST CURRENT REVISION NUMBER.



## DEVIATIONS FROM STANDARD:

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PROJECT NAME: CURTIS ELEMENTARY

DATE: DECEMBER 8, 2014

SCALE:

REV	DATE	BY	DESCRIPTION
0	5/28/2014	BY	ORIGINAL VERSION

NOTES:

SHEET 2 OF 4

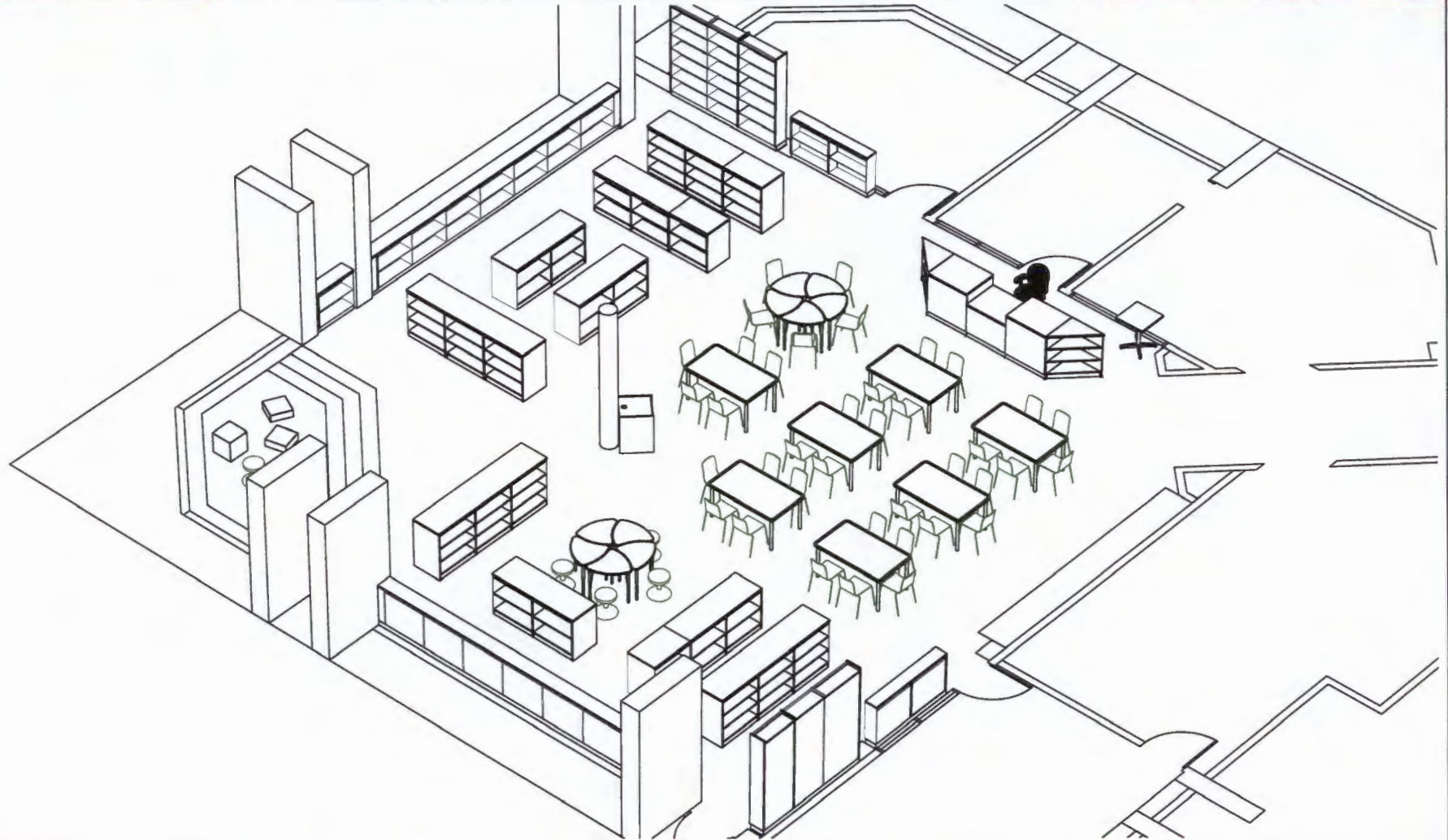
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PROJECT NAME: CURTIS ELEMENTARY

REV	DATE	BY	DESCRIPTION
0	5/28/2014	BY	ORIGINAL VERSION

NOTES:

SHEET 3 OF 4

DATE: DECEMBER 8, 2014

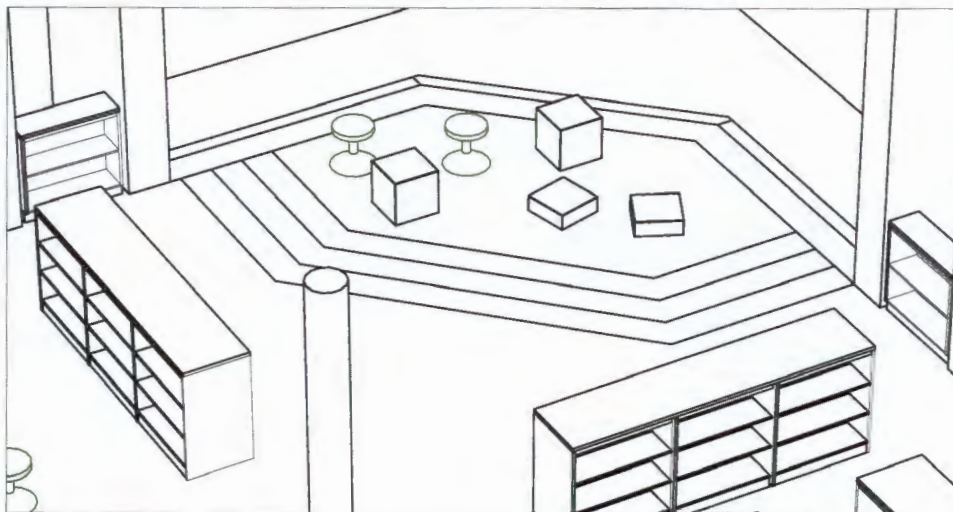
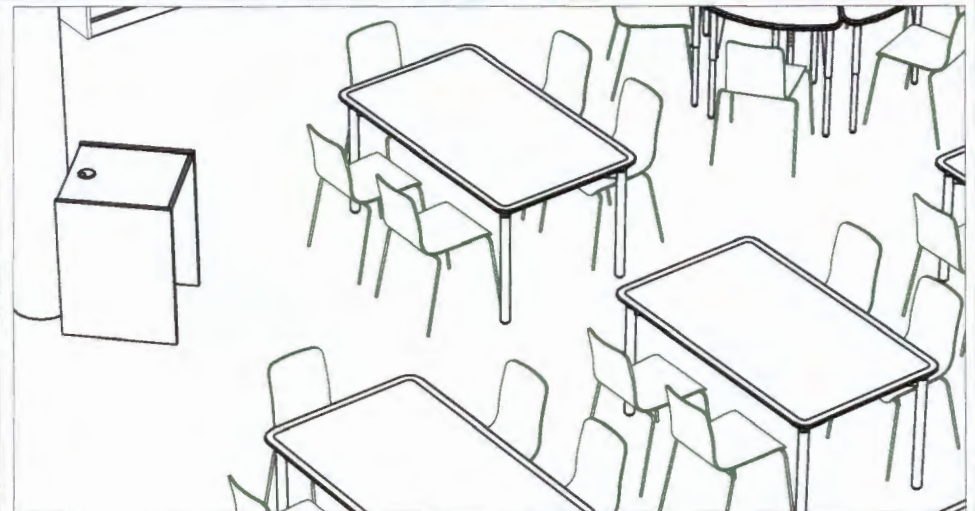
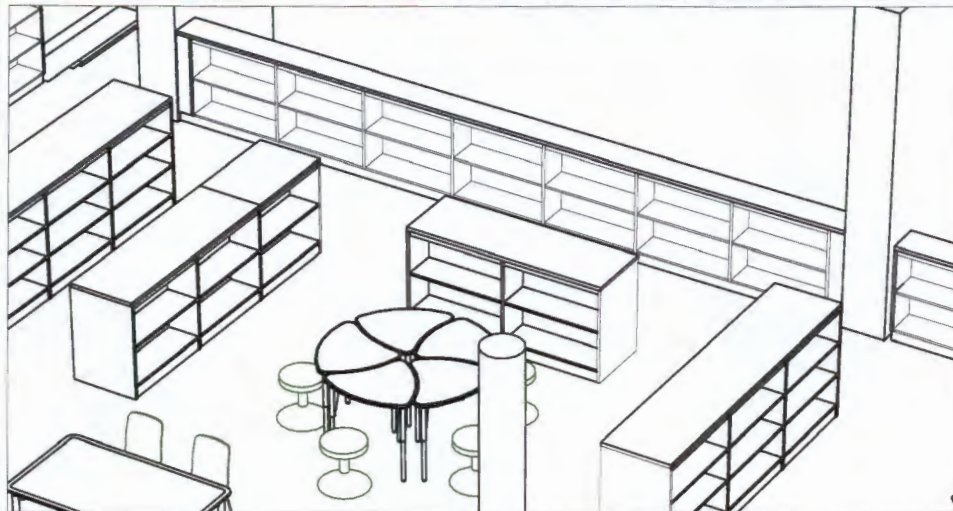
SCALE:

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DATE: DECEMBER 8, 2014

SCALE:

REV.	DATE	BY	DESCRIPTION
0	5/28/2014	BY	ORIGINAL VERSION

NOTES:

SHEET 4 OF 4

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